

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

UNITED FIRE & CASUALTY COMPANY,

Plaintiff,

v.

MICHAEL WILLIAMS, SUSAN  
WILLIAMS and VIRGINIA MARSHALL,  
individually and in her capacity as Trustee of  
the MARSHALL LIVING TRUST DATED  
NOVEMBER 23, 1987,

Defendants.

Civil Action No. 2:23-cv-00939-DCN

MICHAEL WILLIAMS and SUSAN  
WILLIAMS,

Third-Party Plaintiffs,

v.

MSK CONSTRUCTION, INC., SARAH  
MARSHALL and KIMBERLY M.  
MCBURNEY,

Third-Party Defendants.

**THIRD-PARTY DEFENDANTS' ANSWER TO THIRD-PARTY COMPLAINT**

Third-Party Defendants, MSK Construction, Inc. (“MSK”), Sarah Marshall (“Sarah Marshall”), and Kimberly M. McBurney (“Kimberly M. McBurney”) (collectively, “Third-Party Defendants”), by and through undersigned counsel, hereby responds to the Third-Party Complaint filed by Defendants/Third-Party Plaintiffs, Michael Williams and Susan Williams (collectively, “Third-Party Plaintiffs”), as follows:

1. Paragraphs 1-35 of the Third-Party Complaint do not contain any allegations relating to the Third-Party Complaint against Third-Party Defendants, and no response is required.

To the extent a response is required, the allegations are denied.

2. The allegations in Paragraph 36 of the Third-Party Complaint are denied for lack of information or belief.

3. MSK admits that it is a Delaware corporation, authorized to conduct business in the State of South Carolina as a general contractor. Except as expressly admitted, the allegations in Paragraph 37 of the Third-Party Complaint are denied.

4. The allegations in Paragraph 38 of the Third-Party Complaint are admitted.

5. The allegations in Paragraph 39 of the Third-Party Complaint are admitted.

6. The allegations in Paragraph 40 of the Third-Party Complaint are admitted.

7. The allegations in Paragraph 41 of the Third-Party Complaint are admitted.

8. The allegations in Paragraph 42 of the Third-Party Complaint are admitted.

9. The allegations in Paragraph 43 of the Third-Party Complaint are admitted.

10. The allegations in Paragraph 44 of the Third-Party Complaint are denied for lack of information or belief.

11. The allegations in Paragraph 45 of the Third-Party Complaint are admitted.

12. The allegations in Paragraph 46 of the Third-Party Complaint are admitted.

13. The allegations in Paragraph 47 of the Third-Party Complaint are admitted.

14. The allegations in Paragraph 48 of the Third-Party Complaint are admitted.

15. The allegations in Paragraph 49 of the Third-Party Complaint reference a written document, the terms and conditions of which speak for themselves. To the extent a response is still required, Third-Party Defendants deny the allegations in Paragraph 49 of the Third-Party

Complaint to the extent they are inconsistent with the terms and conditions of the written document.

**AS A FIRST CAUSE OF ACTION  
(Breach of Contract and Contractual Indemnity)**

16. Third-Party Defendants incorporate their responses set forth above as though fully set forth herein.

17. The allegations in Paragraph 51 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 51 of the Third-Party Complaint are denied.

18. The allegations in Paragraph 52 of the Third-Party Complaint are denied.

19. The allegations in Paragraph 53 of the Third-Party Complaint are denied.

20. The allegations in Paragraph 54 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 54 of the Third-Party Complaint are denied.

21. The allegations in Paragraph 55 of the Third-Party Complaint reference a written document, the terms and conditions of which speak for themselves. To the extent a response is still required, Third-Party Defendants deny the allegations in Paragraph 55 of the Third-Party Complaint to the extent they are inconsistent with the terms and conditions of the written document.

**AS A SECOND CAUSE OF ACTION  
(Veil Piercing/Alter Ego)**

22. Third-Party Defendants incorporate their responses set forth above as though fully set forth herein.

23. The allegations in Paragraph 57 of the Third-Party Complaint are denied.

24. The allegations in Paragraph 58 of the Third-Party Complaint, including each of its subparagraph 58(a) through 58(f), call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 58 of the Third-Party Complaint are denied.

25. The allegations in Paragraph 59 of the Third-Party Complaint are denied.

26. The allegations in Paragraph 60 of the Third-Party Complaint are denied.

27. The allegations in Paragraph 61 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 61 of the Third-Party Complaint are denied.

28. The allegations in Paragraph 62 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 62 of the Third-Party Complaint are denied.

**AS A THIRD CAUSE OF ACTION**  
**(Equitable Indemnity)**

29. Third-Party Defendants incorporate their responses set forth above as though fully set forth herein.

30. The allegations in Paragraph 64 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 64 of the Third-Party Complaint are denied.

31. The allegations in Paragraph 65 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 65 of the Third-Party Complaint are denied.

32. The allegations in Paragraph 66 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 66 of the Third-Party Complaint are denied.

33. The allegations in Paragraph 67 of the Third-Party Complaint call for a legal conclusion to which no response is required. To the extent a response is required, the allegations in Paragraph 67 of the Third-Party Complaint are denied.

### **AFFIRMATIVE DEFENSES**

#### **FIRST DEFENSE**

Any and all allegations that are not expressly admitted above are denied and strict proof is demanded thereof.

#### **SECOND DEFENSE**

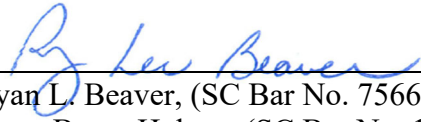
Third-Party Plaintiffs' claims are barred, in whole or in part, by the terms of the Settlement Agreement.

#### **THIRD DEFENSE**

Third-Party Defendants presently have insufficient knowledge or information upon which to form a belief as to whether they may have additional affirmative defenses in this matter and, therefore, Third-Party Defendants reserve the right to assert additional affirmative defenses.

Respectfully submitted on this, June 15, 2023.

**BRADLEY ARANT BOULT CUMMINGS LLP**

  
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*Attorneys for MSK Construction, Inc., Sarah  
Marshall, and Kimberly M. McBurney*


**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **ANSWER TO THIRD-PARTY COMPLAINT** served on all parties to this action via filing with the United States District Court for the District of South Carolina's CM ECF System and by placing a copy of same in the United States first class mail, postage prepaid, on the next business day, addressed as follows:

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*Attorneys for Third-Party Plaintiffs*

This the 15<sup>th</sup> day of June, 2023.

  
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Ryan L. Beaver